

## Standard Terms and Conditions of Sale - Business Customers

Bloc IT Solutions LTD ("Bloc IT Solutions") agrees to sell, to the person, firm or company ("the Buyer") identified on the order form, the goods ("the Goods") which the Buyer wishes to purchase from Bloc IT Solutions on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). Any contract (the "Contract") between Bloc IT Solutions and the Buyer for the sale and purchase of the Goods shall incorporate these conditions.

No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

Any variations to these conditions shall have no effect unless expressly agreed in writing and signed by an authorized representative of Bloc IT Solutions.

Each order or acceptance of a quotation for Goods by the Buyer from Bloc IT Solutions shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions. No order placed by the Buyer shall be deemed to be accepted by Bloc IT Solutions until a written acceptance of order is issued by Bloc IT Solutions or (if earlier) Bloc IT Solutions delivers the Goods to the Buyer. Orders will only be accepted if there are no material errors in the description of the Goods or their prices, as provided in the price list published by Bloc IT Solutions, in this case the website prices and/or the current brochure prices.

The quantity and description of the Goods shall be set out in Bloc IT Solutions' quotation or the Buyer's order (if accepted by Bloc IT Solutions).

The Buyer shall ensure that the terms of its order are complete and accurate.

Any quotation is given on the basis that no Contract shall come into existence until Bloc IT Solutions dispatches an acceptance of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that Bloc IT Solutions has not previously withdrawn it.

All drawings, dimensions, weights, measurements and descriptive matter contained in Bloc IT Solutions' catalog or website are published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.

The Buyer acknowledges that it has not relied on any statement, promise or representation made by or given by or on behalf of Bloc IT Solutions other than those detailed in Bloc IT Solutions' quotation or acceptance of order. Nothing in this condition shall exclude or limited Bloc IT Solutions' liability for fraudulent misrepresentation.

Delivery shall take place and risk will pass when the Goods are collected by the Buyer or, if Bloc IT Solutions is to deliver to the Buyer's specified location, when the Goods are delivered to the Buyer. If Bloc IT Solutions is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorizations, the Goods shall be deemed to have been delivered, the risk in the Goods shall pass to the Buyer (including for loss or damage caused by Bloc IT Solutions' negligence) and Bloc IT Solutions may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

Any dates specified by Bloc IT Solutions for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice.

Subject to the other provisions of these conditions, Bloc IT Solutions shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Bloc IT Solutions' negligence) nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 30 days.

The Buyer shall provide at the place where delivery of the Goods is to take place and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

Bloc IT Solutions may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract. Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle the Buyer to repudiate or cancel any other Contract or installment.

The quantity of any consignment of Goods as recorded by Bloc IT Solutions upon dispatch from Bloc IT Solutions' place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

Bloc IT Solutions shall not be liable for any non-delivery or delay in delivery unless the Buyer gives written notice of the non-delivery or delay to Bloc IT Solutions within three days of the date when the Goods would in the ordinary course of events have been received

Comms Express shall only be liable for Goods that are defective on delivery unless the Buyer gives written notice of the defective Goods within 24 hours of delivery.

Any liability of Bloc IT Solutions for non-delivery or for Goods that are defective on delivery shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

Bloc IT Solutions will only accept returns of non-defective Goods by prior arrangement and if they are current stock. Such returns will be subject to a handling fee of up to 25% of the pro rata Contract price of the Goods.

The Buyer shall not be permitted to return cabinets or any goods made to its specification. tft products, kvm products, console drawers, ups products, 3com, Netgear, Buffalo & Belkin products shall only be permitted to be returned via the manufacturer of such products. Software shall only be permitted to be returned if the seal has not been broken.

Any Goods returned by the Buyer must:

be received by Bloc IT Solutions in as new condition with all software and product seals intact;

be returned complete (including all packaging, cables, manuals and CD's for the Goods). If any items are missing when received by Bloc IT Solutions, the Goods shall be deemed incomplete and Bloc IT Solutions shall not accept the returned Goods; and.

be returned with unmarked and undamaged packaging.

The carriage costs for the original dispatch of returned Goods and for returning the Goods must be met by the Buyer and the Buyer shall remain responsible for returned Goods during transit and until signed for by Bloc IT Solutions.

The Buyer shall complete the Returns Form when returning Goods to Bloc IT Solutions.

Ownership of the Goods shall not pass to the Buyer until Bloc IT Solutions has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to Bloc IT Solutions from the Buyer on any account.

Until ownership of the Goods has passed to the Buyer, the Buyer shall:

hold the Goods on a fiduciary basis as Bloc IT Solutions' bailee;

store the Goods (at the Buyer's expense) separately from all other Goods of the Buyer or any third party;

not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

maintain the Goods in a satisfactory condition and keep them insured on Bloc IT Solutions's behalf for the full price against all risks to the reasonable satisfaction of Bloc IT Solutions.

The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

any such sale shall be a sale of Bloc IT Solutions' property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale and the Buyer shall hold such part of the proceeds of sale as represent the amount owed by the Buyer to Bloc IT Solutions on behalf of Bloc IT Solutions Express and the Buyer shall account to Bloc IT Solutions Express accordingly.

Bloc IT Solutions Express shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Bloc IT Solutions.

Until ownership passes to the Buyer, the Buyer's right to possession of the Goods shall terminate immediately if:

the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceased to trade ("an Event of Insolvency"); or

the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between Bloc IT Solutions and the Buyer; or

the Buyer encumbers or in any way charges any of the Goods.

Until such time as the ownership of the Goods passed to the Buyer, the Buyer grants Comms Express, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them. Comms Express' rights contained in this condition shall remain in effect on termination of the Contract, howsoever caused.

Unless otherwise agreed by Bloc IT Solutions in writing, the price for the Goods shall be the price set out in Bloc IT Solutions' price list published on the date of the order and shall be exclusive of VAT and delivery charges where applicable which the Buyer shall pay in addition when it is due to pay for the Goods. Prices shown on our 'price list' (website) are shown including and excluding VAT, for the purpose of this clause the price referred to is the excluding VAT price.

Where credit arrangements have been agreed in writing by Bloc IT Solutions payment of the price for the Goods is due in pounds sterling 30 days net. If credit arrangements have not been agreed, Bloc IT Solutions shall not be bound to deliver the Goods until cleared payment has been received. Time for payment shall be of the essence.

No payment shall be deemed to have been received until Bloc IT Solutions has received clear funds. All payments payable to Bloc IT Solutions under the Contract shall become due immediately on its termination despite any other provision.

We require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, which will incur costs any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts

(Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.

If the Buyer fails to pay Bloc IT Solutions any sum pursuant to the Contract, Bloc IT Solutions may, notwithstanding previous credit arrangements, and without limiting any other right or remedy available to Bloc IT Solutions:

cancel the Contract and suspend any further deliveries to the Buyer;

require the payment of all unpaid invoices whether or not they are then due;

charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Bank of Scotland plc Bank base rate from time to time, until payment in full is made).

If an Event of Insolvency occurs, or Bloc IT Solutions reasonably apprehends that an Event of Insolvency is about to occur in relation to the Buyer and notifies the Buyer accordingly, Bloc IT Solutions shall be entitled to avail itself of the remedies listed in condition 34 a and b above, without limiting any other right or remedy available to Bloc IT Solutions.

No warranties shall be given in respect of the Goods by Bloc IT Solutions. However, where the Goods are covered by manufacturer's warranties, Bloc IT Solutions shall endeavor to transfer to the Buyer the benefit of the manufacturer's warranties. Bloc IT Solutions shall inform the Buyer of any warranties that it is passing on the benefit of on delivery.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

Nothing in these conditions excludes or limits the liability of Bloc IT Solutions:

for death or personal injury caused by Bloc IT Solutions's negligence; or

under section 2(3), Consumer Protection Act 1987; or

for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

for fraud or fraudulent misrepresentation.

Subject to conditions 36 and 37 above:

Bloc IT Solutions' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

Bloc IT Solutions shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

Bloc IT Solutions reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Bloc IT Solutions including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a period in excess of 90 days the Buyer shall be entitled to give notice in writing to Bloc IT Solutions Express to terminate the Contract.

Please read Bloc IT Solutions' Privacy Policy for details of how Bloc IT Solutions will use any information provided to it by the Buyer.

A notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by Bloc IT Solutions of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision



If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

The Contract shall be governed by the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.